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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Dated 22nd December 1928.

RE-SALE OF THUPRA LEAVES.

It is hereby notified for general information that the exclusive right of collecting Thupra leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations up to end of June 1931, in the Krishnarajpete Taluk, will be re-sold at the risk of the original purchaser by the District Forest Officer, Mysore District, or the Range Forest Officer, French Rocks Range, at Krishnarajpete on the 11th February 1929, as the initial purchaser failed to pay up the full sale amount together with cesses therein as per clause 6 of the original notification dated the 5th July 1928.

For further conditions, the attention of the public is invited to detailed notification dated 5th July 1928, published in pages 700-701, Part VI of the *Mysore Gazette* dated the 19th July 1928.

Notification dated 23rd January 1929.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each Depot under the following conditions:—

Name of depot	Date of sale	Teak	Matti	Honno	Beete	Other kinds	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Periyapatna	25th February 1929	3,000	250	1,000	..	250	The quantity is more or less.
Hunsur	26th do	3,000	250	1,000	..	250	
Begur	15th do	3,000	1,000	..	..	..	
	Sawn spoks	20 sets of	20 each	..	..	..	
	Keepers.	2,000 R.ft.	1,000	3,000	2,000	1,500	
Manhegowdanshalli	20th February 1929 and 21st February 1929	30,000 sawn scantings	250 C.ft.	..	..	..	
		Keepers.	2,000 R.ft.	..	..	..	
Mysore Wood-yard	23rd February 1929	3,000	..	..	..	1,000	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay ten per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of re-sales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1929. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the ten per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

B. T. THIMMARAYAPPA,
District Forest Officer.

HASSAN DISTRICT.

SALE OF STANDING TIMBER.

Notification dated the 22nd January 1929.

It is hereby notified for general information that the right to cut and remove timber in the undermentioned coupes in the following State Forests of the Hassan District for the year 1928-29, will be sold by public auction by the Range Forest Officer, Arsikere on the date and place and subject to the conditions mentioned below:—

The sale will commence at 2 P.M. precisely, and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases:—

Name of range	Name of forest	Name of working circle	Name tellin seri	Kind of timber	Quantity in C.ft.	Place of sale	Date of sale	Distance from nearest Railway Station
Arsikere	Hiaikalgudda State Forest.	Karekalgudda.		Jalari.	Acres 150	Range Office Arsikere.	14th February 1929.	Nine miles

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All timber yielding trees marked by the department will be sold kinduvar for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

- That he shall fell and remove the timber trees purchased by him before the 15th June 1929.
- That he shall make the fellings of the trees in a methodical manner from one side of the coupe.
- That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.
- That, if any tree, shrub or growth reserved by the department is cut, he shall pay a fine not exceeding Rs. 10 per tree.
- That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- That no operation shall take place in the forest after sunset and before sunrise.
- That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.
- That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1929.
- That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

- (j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

MAHOMED PIR,
District Forest Officer.

BHADRAVATI DIVISION.

SALE OF BAMBOOS.

Notification dated 21st January 1929.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Bhadravati Division for the Calendar year 1929, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of Sub-Division	Name of range	Name of forest	Description of block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
				Big bamboos	Small bamboos			
Narasimharajapura Sub-Division	Narasimharajapura.	Malandurgudda		5,000	10,000	District Forest Office, Shimoga	14th February 1929.	Except Garate all other bamboos are included
		Aramballi	.. ....	3,000	20,000			
		Kusgal	.. ....	....	5,000			
		Megaramakki	.. ....	....	5,000			
		Muduguni	.. ....	..	5,000			
	Umbiebyle ..	Umbiebyle	.. ....	....	6,000			
		Ghornedehalli	.. ....	....	6,000			
		Kakanhosodi	.. ....	4,000	15,000			
		Althara	.. ....	....	20,000			
	Total ..			12,000	92,000			

The sale will commence at 2 P.M., precisely, on each day if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Tangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee) railway cess at six pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit as a security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

CONDITIONS.

- (a) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal with-

- (b) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.
- (c) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.
- (d) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.
- (e) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1929.
- (f) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period he shall pay for the excess quantity at auction sale rates.
- (g) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.
- (h) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (i) That he or his men shall not enter the forest after sunset and before sunrise.
- (j) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.
- (k) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.
- (l) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

K. REVANNA,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Notice dated 26th January 1929.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M. of 19th February 1929, for restoring Alambadi Nagalkere Tank, Malur Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1930.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Kolar, between the hours of 11 A.M. to 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of rupees five hundred only, in cash or Government Promissory Notes, as earnest money, and be superscribed "Tender for restoring Alambadi Nagalkere Tank, Malur Taluk" in default of which, tenders will be rejected.

5. The final acceptance of any tender will rest with the Superintending Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond; in default of which, his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the notice board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. The tenderers must quote specific rates for each item of work both in words and figures.

10. The tenderers stating that the work would be executed at a certain percentage in excess of or lower than the estimate rate will not be accepted.